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# Decision

**Matter of:** CW Government Travel, Inc.

**File:** B-419193.4; B-419193.5; B-419193.6

**Date:** April 15, 2021

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## DIGEST

1. Challenges to the evaluation of the awardee's technical quotation and past performance are denied where the protester's arguments rely on definitions that are not found in the solicitation, and where the evaluations were reasonable and consistent with the solicitation criteria.
  2. Challenge to the evaluation of the awardee's quoted price is denied where the agency reasonably found the awardee's quotation and discussions responses addressed the agency's concerns regarding the realism of certain prices. Argument that the awardee's price was unbalanced is denied where the agency reasonably found that the price was not substantially overstated and therefore did not present an unacceptable risk.
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## DECISION

CW Government Travel, Inc. (CWT), of Arlington, Virginia, protests the issuance of a task order to BCD Travel USA, LLC (BCD), of Buffalo Grove, Illinois, under request for quotations (RFQ) No. 47QMCB20Q0010, which was issued by the General Services Administration (GSA) for travel management company (TMC) services for the Department of the Army. The protester argues that the agency unreasonably evaluated BCD's technical quotation, past performance, and price.

We deny the protest.

## BACKGROUND

GSA issued the RFQ on May 13, 2020, under the Federal Supply Schedules (FSS) provisions of Federal Acquisition Regulation (FAR) subpart 8.4. Agency Report (AR)<sup>1</sup>, Exh. 2, RFQ at 1. The solicitation was limited to vendors<sup>2</sup> who hold FSS contract special item number 56150, travel agent services, and sought quotations to provide “travel services support for authorized travelers on official travel for designated United States Army activities and facilities throughout the [Department of Defense] [(DOD)] in the contiguous United States (CONUS), [Army Corps of Engineers] Alaska and Hawaii locations, Puerto Rico and the U.S. Virgin Islands.” *Id.* at 5. The contractor will be required to provide “personnel, equipment, facilities, licenses, materials, resources, supplies, and services” necessary to meet all requirements of the performance work statement (PWS). *Id.* at 5. The RFQ anticipated the issuance of a task order with fixed-prices for contract line item numbers (CLINs) with a base period of 1 year and four 1-year options. *Id.* at 16-22. According to CWT, the RFQ consolidated five existing task orders; CWT is the incumbent for four of the task orders and Omega World Travel is the incumbent for the fifth order. Protest at 3.

The RFQ stated that quotations would be evaluated against the following five factors: (1) TMC passenger name record (PNR) validation, (2) technical approach, (3) past performance, (4) small business participation, and (5) price. *Id.* at 104. The TMC PNR validation factor and small business participation factor were to be evaluated on a pass/fail basis and acceptable/unacceptable basis, respectively. *Id.* at 104-05, 108-09. The technical approach factor identified six criteria: (1) technical approach, (2) corporate experience, (3) implementation and transition, (4) central billing account (CBA) reconciliation process, (5) key personnel plan, and (6) qualification of key personnel. *Id.* at 106-07. The RFQ did not specify the relative weights of these criteria, and did not provide for the assignment of separate adjectival ratings. *See id.*

For price, vendors were required to submit fixed-price fees for transactions and tasks. *Id.* at 109. The RFQ advised that the agency would evaluate the price for the base year by multiplying the fees by the estimated number of transactions identified in the solicitation. *Id.* For the option years, the agency was to multiply the fees by the estimated number of transactions identified in each of the scenarios listed in attachment 12, including point of sale (POS) and management service fee (MSF)

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<sup>1</sup> The agency report, which included the memorandum of law (MOL) and contracting officer’s statement (COS), responded to the initial protest (B-419193.4) and supplemental protest (B-419193.5). Page citations are to the Adobe PDF document pages provided in the agency report.

<sup>2</sup> Although firms that compete for task orders under FSS contracts are generally referred to as “vendors” that submit “quotations,” the record and the parties’ briefings use these terms as well as terms “offerors” and “proposals,” interchangeably. Our decision uses the terms vendors and quotations for the sake of consistency.

scenarios.<sup>3</sup> *Id.* at 109; *id.*, attach. 12, Tiered Pricing Model at 259. As relevant here, the solicitation also advised that the agency would evaluate prices for balance and realism: “The Government will take into consideration any unbalanced pricing. An overall price that is excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration.” *Id.* at 109-10.

The RFQ provided that award would be made on a best-value tradeoff basis, and that “[t]he Government may elect to award to other than the lowest priced Offeror, or other than the highest technically rated Offeror.” *Id.* at 104. With regard to a tradeoff decision, the solicitation advised that “[t]he Government is more concerned with obtaining superior technical features than with making award at the lowest price to the Government,” but further stated that “the Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior technical features.” *Id.*

GSA received quotations from three vendors, including CWT and BCD, by the closing date of July 27. AR, Ex. 12, Price Negotiation Memorandum (PNM)<sup>4</sup> at 2; RFQ at 97. The agency conducted discussions with vendors on September 3, and requested responses to questions. COS at 11-12. The agency evaluated CWT’s and BCD’s quotations and discussions responses as follows:<sup>5</sup>

	<b>BCD</b>	<b>CWT</b>
<b>TMC PNR Validation</b>	Pass	Pass
<b>Technical Approach</b>	Outstanding	Good
<b>Past Performance</b>	Outstanding	Outstanding
<b>Small Business Participation</b>	Acceptable	Acceptable
<b>Evaluated Price (POS)</b>	\$46,805,913	\$53,630,009
<b>Evaluated Price (MSF)</b>	\$43,748,726	\$53,718,178

*Id.* at 13.

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<sup>3</sup> The MSF pricing methodology “consists of charging a fixed fee per month for full performance of all contract requirements,” while the POS pricing methodology provides for fees assessed at the time a transaction occurs. RFQ at 13.

<sup>4</sup> The PNM was the source selection decision document for the initial award.

<sup>5</sup> For the technical approach factor, the agency assigned one of the following ratings: outstanding, good, acceptable, marginal, or unacceptable. RFQ at 105. For the past performance factor, the agency assigned one of the following ratings: outstanding, good, acceptable, neutral or unacceptable. *Id.* at 108.

The contracting officer, who was also the source selection authority, concluded that BCD's quotation provided the best value to the government because it was the most highly rated under the non-price factors and quoted the lowest overall price. *Id.* at 14. The agency awarded the task order to BCD on September 17 and advised CWT of the award on September 18. *Id.* at 12; AR, Exh. 14, Notice of Award, Sept. 18, 2020, at 1.

CWT filed a protest (B-419193) with our Office on September 25, challenging the award to BCD. Protest (B-419193) at 1. CWT challenged the agency's evaluation of its quotation under the past performance factor, and BCD's quotation under the technical approach, past performance, and price factors. *Id.* at 3. The protester also argued that the agency conducted unequal and misleading discussions. *Id.*

GSA provided its report responding to the protest on October 26, and CWT and BCD filed comments on November 5; the protester's comments also included new supplemental arguments (B-419193.2). On November 9, prior to the time established by our Office for filing a supplemental agency report, GSA advised that it would take corrective action in response to the supplemental protest. *CW Gov. Travel, Inc.*, B-419193, B-419193.2, Nov. 17, 2020, at 1 (unpublished decision). Specifically, the agency stated that it would reevaluate BCD's quotation in the areas of "proposed transition plan, past performance, key personnel, staffing, and technical aspects." *Id.* Based on the agency's proposed corrective action, we concluded that the protest was rendered academic and dismissed it on November 17. *Id.*

During the corrective action, GSA reevaluated BCD's quotation, and revised its ratings under the technical approach and past performance factors, in each case from outstanding to good. AR, Ex. 32, Source Selection Decision (SSD) at 4. The agency did not revise any of the ratings for CWT. *Id.* at 3. The agency's revised evaluation of quotations was as follows:

	<b>BCD</b>	<b>CWT</b>
<b>TMC PNR Validation</b>	Pass	Pass
<b>Technical Approach</b>	Good	Good
<b>Past Performance</b>	Good	Outstanding
<b>Small Business Participation</b>	Acceptable	Acceptable
<b>Evaluated Price (POS)</b>	\$46,805,913	\$53,630,009
<b>Evaluated Price (MSF)</b>	\$43,748,726	\$53,718,178

*Id.* at 4, 10.

The contracting officer noted that CWT's quoted prices were 13 and 19 percent higher than BCD's prices under the POS and MSF price evaluation methods, respectively. *Id.* at 9-10. With regard to the non-price factors, the contracting officer found that "the only differences in evaluations between [CWT and BCD] are [CWT's] higher rating in Past Performance." *Id.* at 11. The contracting officer identified advantages for each vendor's quotation under the technical approach factor, but concluded that "there are no

discernible technical features that warrant the price premium offered by CWT.” *Id.* at 12. For the past performance factor, the contracting officer stated that CWT’s “past performance references were all for performance essentially the same as this requirement, and the majority of CWT’s performance ratings were ‘Exceptional.’” *Id.* In contrast, the contracting officer stated that BCD’s past performance “was from primarily commercial customers as they are not providing current services for the [DOD],” and that BCD’s references rated the quality of its work “slightly lower” than CWT’s, with the majority of them assessed as “Very Good.” *Id.*

The contracting officer found that “[w]hile [CWT’s] experience and performance record performing the current contract(s) are exceptional, [BCD’s] past performance demonstrated its ability to successfully perform TMC Services contracts similar in the scope, magnitude, and complexity of this effort.” *Id.* at 13. For these reasons, the contracting officer concluded that “it is not reasonable nor a sound business decision to pay the price premium proposed by [CWT] for this requirement.” *Id.*

The agency awarded the task order to BCD on December 17 and advised CWT of the award on December 30. *Id.*; AR, Exh. 34, Notice of Award, Dec. 30, 2020, at 1. This protest followed.

## DISCUSSION

CWT raises three primary challenges to GSA’s award to BCD, alleging that the agency unreasonably evaluated: (1) BCD’s quotation under the technical approach factor with regard to corporate experience and key personnel; (2) BCD’s past performance; and (3) BCD’s price in the areas of realism and balance. Based on our review of the record, we find that none of the protester’s arguments merit sustaining the protest.<sup>6</sup>

Where, as here, an agency issues an RFQ to vendors under the FSS provisions of FAR subpart 8.4 and conducts a competition for the issuance of an order, our Office will not reevaluate the quotations; rather, we review the record to ensure that the agency’s evaluation was reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Digital Solutions, Inc.*, B-402067, Jan. 12, 2010, 2010 CPD ¶ 26 at 4; *DEI Consulting*, B-401258, July 13, 2009, 2009 CPD ¶ 151

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<sup>6</sup> CWT also raises other collateral arguments. Although we do not address every argument, we have reviewed them all and find no basis to sustain the protest. In addition, CWT initially argued that the agency conducted unfair and inequitable discussions. Protest at 41-44. Although the agency addressed this argument in its agency report, the protester did not respond to the agency report in its comments. We consider this argument abandoned and therefore dismiss it. Bid Protest Regulations, 4 C.F.R. § 21.3(i)(3) (“GAO will dismiss any protest allegation or argument where the agency’s report responds to the allegation or argument, but the protester’s comments fail to address that response.”).

at 2. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *DEI Consulting, supra*.

### Technical Approach Evaluation

CWT argues that GSA improperly assigned BCD's quotation a rating of good under the technical approach evaluation factor. Comments at 2-13. Specifically, the protester argues that the agency's evaluation was unreasonable in connection with the criteria for corporate experience and key personnel qualifications.<sup>7</sup> For the reasons discussed below, we find no basis to sustain the protest.

The technical approach factor advised that quotations must address the following:

The Offeror's quote should clearly demonstrate an understanding of the Travel Management support services requirement and address each task/requirement of the RFQ. The quote should leave the Government with a high degree of confidence that the Offeror will meet/exceed contract performance requirements and successfully provide travel management services. The quote must provide clear, actionable and logical strategies and approaches with specific timeframes for accomplishing the requirements and any objectives offered.

RFQ at 106.

Following the corrective action in response to CWT's protest of the initial award, the agency lowered the rating for BCD's quotation from outstanding to good based on the assessment of 17 strengths, 1 weakness, and no deficiencies. AR, Exh. 31, Revised Technical Evaluation at 25; Exh. 32, SSD at 4. The corrective action did not result in a change to the evaluation of CWT's quotation, which was initially assigned a rating of good based on 14 strengths, 3 weaknesses, and no deficiencies. AR, Exh. 31, Revised Technical Evaluation at 12; Exh. 32, SSD at 4.

### Corporate Experience

The corporate experience criterion of the technical approach factor provided for the evaluation of quotations as follows:

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<sup>7</sup> CWT also argues that the agency failed to assign risk to the awardee's proposed transition, based on the protester's related arguments concerning the key personnel qualification criterion and price realism evaluations. Comments at 48-50. As discussed below, we find no merit to the protester's arguments concerning the evaluation of the awardee's quotation under the key personnel qualifications criterion or the price factor, and therefore find no basis to conclude that the agency failed to assign associated risks regarding transition.

The Offeror's quote clearly demonstrates experience and knowledge with the travel management industry in performing work of a similar scope and magnitude as the Government's requirements. The quote should clearly demonstrate in detail the Offeror's industry knowledge and experience, and demonstrate its ability to hire and retain qualified personnel to support all PWS requirements. The Government will evaluate the offeror's travel industry knowledge, experience, ability and expertise in the areas of TMC Assist and Non-[DOD] [online booking tool (OBT)] transaction services.<sup>8</sup>

RFQ at 106.

CWT argues as a broad matter that GSA unreasonably found that BCD's corporate experience performing TMC contracts for private sector firms was "work of a similar scope and magnitude as the Government's requirements." Comments at 2-5; see RFQ at 106. The protester contends that relevant corporate experience under the terms of the RFQ was limited to providing travel services to DOD military and civilian personnel. Supp. Protest at 12-14; Comments at 4.

For example, the protester contends that BCD's experience performing a contract for Raytheon Technologies was not similar to the RFQ requirements. Comments at 5-6. In this regard, the protester contends that the awardee's work for Raytheon did not reflect experience performing travel services under the same types of requirements that would be applicable to DOD military and civilian personnel. The protester notes that the services required under the PWS include compliance with DOD's Joint Travel Regulations (JTR) and Defense Transportation Regulations (DTR). Comments at 3 (*citing* RFQ at 25). The protester also states that the JTR do not apply to government contractors like Raytheon; instead, contractors must follow the cost-reimbursement rules for travel at FAR section 31.205-46. *Id.* at 3-4 (*citing* Defense Travel Management Office Website). The protester argues that compliance with cost-reimbursement rules for travel under contracts with DOD cannot reasonably be considered similar to the requirements of the solicitation with regard to the JTR and DTR. For these reasons, the protester argues that the agency either failed to assign weaknesses to the awardee's quotation based on its lack of corporate experience, or improperly waived the RFQ requirements.

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<sup>8</sup> The contractor will be required to provide services to support travel booked online through the DOD OBT, which is "an integrated program that comprises traditional travel management services and is an end-to-end system, which includes processes such as application of simplified rules and entitlements, standardized [DOD] business processes, e-commerce of the [DOD]'s temporary duty (TDY) process, automated management information system (MIS) and a seamless travel process." RFQ at 11. Such services are in contrast to TMC assist services, which require support for "request[s] made in person, or via phone, email, or fax," and include "agent assistance for [DOD] OBT." *Id.* at 15.

GSA contends that the RFQ did not narrowly define corporate experience in the manner argued by the protester. MOL at 24-29. The agency notes that the corporate experience criterion, on its face, does not restrict relevant experience to performance of contracts for DOD customers, nor does it require that vendors demonstrate they have performed the identical requirements. Rather, the criterion provided for the evaluation of work of “similar scope and magnitude as the Government’s requirements.” RFQ at 106.

Where a solicitation does not expressly define terms such as scope, magnitude, or complexity, agencies are afforded great discretion to determine the relevance of an offeror’s or vendor’s past performance. *Erickson Helicopters, Inc.*, B-418981, Oct. 22, 2020, 2020 CPD ¶ 351 at 6-7; *DynCorp Int’l LLC; AAR Supply Chain, Inc.*, B-415873 *et al.*, Apr. 12, 2018, 2018 CPD ¶ 157 at 10. We think the same principle extends to the evaluation of the relevance of corporate experience, and therefore apply the same principle here.

We agree with GSA that the RFQ did not define the term “similar scope and magnitude as the Government’s requirements,” nor did it provide specific metrics for assessing whether a vendor’s experience met the solicitation requirements. We also agree with the agency that the RFQ did not establish minimum requirements regarding the DTR or JTR. We further agree with the agency that the RFQ did not, as the protester argues, require that a vendor demonstrate experience performing travel contracts for the Department of Defense. Rather, the RFQ expressly provides that the agency will evaluate non-DOD experience including “travel industry knowledge, experience, ability and expertise in the areas of TMC Assist and Non-[DOD] OBTT transaction services.” RFQ at 106.

GSA found that BCD’s quotation demonstrated relevant corporate experience based on “30 years travel industry experience, 6,400 customers worldwide, and a customer retention rate of 95% for the past 10 years.” AR, Exh. 31, Revised Technical Evaluation at 36. In particular, the agency found that the awardee’s quotation showed “15 years’ experience servicing defense contractors, who operate under similar policies and regulations and currently services over 85% of US defense contractors to include Lockheed Martin, General Dynamics, Northrop Grumman, Booz Allen Hamilton, CACI, etc.” *Id.* The agency also found that the awardee “provided travel services as an embedded TMC for Federal Government Agencies under the [GSA’s E-Gov Travel Services 2] contract to include the [Department of Agriculture], [Environmental Protection Agency], and [U.S. Institute of Peace] since 2015.” *Id.* The agency noted that for 2019, BCD “generated \$27.5 [billion] in transaction volume and in the US, issues an average of 56,000 tickets per day.” *Id.* at 37. The agency concluded that there was a “high level of confidence” in BCD’s ability to perform, based on the “comprehensive details” provided in its quotation “regarding its experience providing travel services similar in scope, magnitude, and complexity for a unique client base to include Federal Agencies, Defense Contractors, Fortune 500 companies, and the sports and entertainment industries,” including the RFQ’s criteria for “processing TMC Assist and OBTT transactions.” *Id.*



We think the protester's arguments, in effect, seek to transform the RFQ's requirement to demonstrate experience performing work of a "similar scope and magnitude to the Government's requirements" into a requirement to have experience performing the same or identical requirements. In light of the RFQ provisions cited above, we find no basis to conclude that the agency unreasonably failed to evaluate BCD's quotation under the criteria advocated by the protester. To the extent CWT argues that GSA should have found BCD's quotation unacceptable or assigned weaknesses based on its corporate experience, we find no merit to these arguments.<sup>9</sup>

### Key Personnel Qualifications

CWT argues that GSA unreasonably evaluated the resumes for BCD's proposed staff under the key personnel qualifications criterion of the technical approach factor. Comments at 7-13. This criterion advised that the agency would evaluate a quotation to determine whether it "clearly demonstrates an understanding of the experience levels and expertise required" based on the following:

The Government shall evaluate key personnel in accordance with the RFQ requirements using information provided under Section 1.18.2 and 1.27 of this RFQ. The Offeror shall provide a resume for the key personnel required per Section 1.18.2. Specifically, the Government shall evaluate the experience and qualifications of the proposed individuals by looking for clear evidence that the combined skill sets of the proposed key personnel understand all elements of the U.S. Army CONUS Travel Management Services. The Government shall evaluate to determine that the proposed individual(s) demonstrates by academic, technical, professional qualifications, and the expertise/experience to provide services in support of the PWS Requirements. The Government shall

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<sup>9</sup> CWT's comments on the agency report cite limited sources justifications for the issuance of sole-source task orders to CWT and Omega Travel to continue performance of the five incumbent contracts that the protester states will be consolidated into the award challenged here. Comments at 6-7, 32, 48-49; *id.*, Exh. 1, Limited Sources Justifications. The protester contends that these justifications support its characterization of the solicitation requirements in connection with several of its arguments. Although the justifications were dated January 15, the protester does not explain why it did not cite or provide this information until it filed its comments on March 1. Because this matter was not raised within 10 days of when the protester knew or should have known of its basis, we dismiss the protester's arguments regarding the limited sources justification. See 4 C.F.R. § 21.2(a)(2); see *Planning & Dev. Collaborative Int'l*, B-299041, Jan. 24, 2007, 2007 CPD ¶ 28 at 11. In any event, the limited sources justifications stated that the sole-source awards were required because the remaining duration of two weeks on the existing task orders did not permit for transition to a new contractor; such urgent circumstances were clearly different than those required for the competition under the RFQ.

examine the extent to which key personnel are available within the timeframe needed. The Government shall also evaluate the proposed Key Personnel experience in terms of the relevance of their proposed role and the requirements of the RFQ.

RFQ at 107.

As relevant to the evaluation criteria, section 1.18.2 of the RFQ identified the following requirements for the key personnel categories:

1.18.2.1 Contract Manager/Program Manager/Account Manager - Ten years of commercial travel experience, with five (5) years of U.S. Government travel experience. This individual will serve as the primary point of contact to the [contracting officer] and the [contracting officer's representative].

1.18.2.2 Operations Manager - Ten years of commercial travel experience, with five (5) years of U.S. Government travel experience.

1.18.2.3 Quality Control Manager - Five (5) years of commercial travel experience.

1.18.2.4 Site Managers - Five (5) years of commercial travel experience, with two (2) years U.S. Government travel experience.

1.18.2.5 Chief Information Systems Security Officer (CISSO) role. Minimum of five (5) years managing TMC system security compliance. Training and knowledge of the security standards employed such as, but not limited to, NIST SP 800-171, Rev. 1.

*Id.* at 68.

CWT primarily argues that the term "U.S. Government travel experience" cited in the requirements above can have only the following definition: "[E]xperience working on *U.S. Government travel* in some capacity--as a federal employee booking/managing federal government travel or as an employee of a federal travel prime or subcontractor providing U.S. Government travel services to government personnel." Protest at 12. The protester further contends that "[c]ommercial travel, including defense contractor travel, is simply not U.S. Government travel." *Id.*

In support of its argument, the protester contends that the RFQ required vendors to demonstrate experience "in terms of the relevance of their proposed role and the requirements of the RFQ" and that quotations would be evaluated "for clear evidence that the combined skill sets of the proposed key personnel understand all elements of the U.S. Army CONUS Travel Management Services." RFQ at 107. The protester cites to the RFQ statement that "[t]he Contractor shall make travel and transportation

arrangements in compliance with the JTR and Government travel programs,” such as GSA’s City Pair Program, the government Rental Car Agreement, and the Military Bus Program. *Id.* at 26. The protester contends that references in the RFQ to “Government travel policy” and “Government travel programs” means that work performed for aerospace and defense contractors cannot qualify as experience with “U.S. Government Travel,” as contractors are not required to comply with all of the requirements which apply to travel for military and civilian DOD personnel. Comments at 8-9.

The agency notes that the term “U.S. government travel” was not specifically defined in the RFQ, and argues that the protester’s definition is neither supported nor required by the solicitation. MOL at 11-12. The agency’s evaluation expressly noted that “[t]he RFQ does not specify [DOD] experience nor does it define what is meant by US Government experience.” AR, Exh. 31, Revised Technical Evaluation at 42. In the absence of a definition, the agency stated that it evaluated key personnel based on the following criteria:

Aerospace & Defense Contractors traveling at Government expense are required to follow many of the same rules that govern [DOD] employees for transportation, lodging, meals, and incidentals, which include but are not limited to the Fly America Act, adherence to preferred programs (*e.g.*, lodging, rental car, airline), per diem, [meals and incidental expenses], usage of economy class for air/rail, etc. Therefore, the years of experience the Offeror’s key personnel served in Aerospace & Defense meet the Government’s requirements in 1.18.2.

*Id.*

GSA states that the RFQ cannot be understood to encompass the protester’s definition of U.S. government travel because this definition is, in effect, the same for a separately defined term: official travel. MOL at 16-17. The agency states that, as with the protester’s definition, the RFQ defined official travel as applying solely to government personnel travel, as follows:

Official Travel – Authorized travel and assignment solely in connection with business of the Government. Types of official travel include Temporary Duty (TDY), Permanent Duty Travel (PDT) (formerly known as Permanent Change of Station [PCS]), Recruit travel, travel by Reserve Component/National Guard members, Leave In Conjunction with Official Travel, and Evacuation Travel. Official travel also includes civilians on invitational travel authorizations (ITA) in connection with official United States Government business, and travel performed under orders at the expense of federal appropriated and non-appropriated funds.

RFQ at 13.

We agree with the agency that the protester's proffered definition for U.S. government travel is neither found in nor supported by the RFQ. Where a dispute exists as to a solicitation's requirements, we begin by examining the plain language of the solicitation. *Bluehorse Corp.*, B-414809, Aug. 18, 2017, 2017 CPD ¶ 262 at 5. When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, and therefore valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Constructure-Trison JV, LLC*, B-416741.2, Nov. 21, 2018, 2018 CPD ¶ 397 at 3.

As discussed above, the RFQ sought quotations to provide support for official travel, and defined that term. We therefore find reasonable the agency's explanation that, had it intended that key personnel demonstrate experience with official travel, it would have used that term instead of U.S. government travel experience. In contrast, we find that the agency's definition, as set forth in the revised evaluation, is reasonable and not inconsistent with other parts of the solicitation. See AR, Exh. 31, Revised Technical Evaluation at 42.

Alternatively, CWT argues that the work experience of three of BCD's proposed key personnel for the site manager position does not meet the agency's definition of U.S. government travel. Comments at 12; see AR, Exh. 6, BCD Technical Quotation at 167-69, 171-72. The site manager key personnel position required vendors to provide resumes that show 2 years of U.S. government travel experience. RFQ at 68. As discussed above, the agency interpreted this term to include work provided for aerospace and defense contractors. See AR, Exh. 31, Revised Technical Evaluation at 42.

The protester contends that the awardee's resumes should have been found unacceptable because they did not specifically identify the activities cited by the agency's technical evaluation, such as "Fly America Act, adherence to preferred programs (e.g., lodging, rental car, airline), per diem, [meals and incidental expenses], usage of economy class for air/rail, etc." See Comments at 12 (*citing* AR, Exh. 31, Revised Technical Evaluation at 42). We find no merit to this argument, as the examples cited by the evaluation did not represent specific requirements that were to be enumerated in each resume; rather, these examples reflected the agency's assessment of why travel services provided to aerospace and defense contractors qualified as U.S. government travel experience. See AR, Exh. 31, Revised Technical Evaluation at 42. In each resume cited by the protester, the awardee's proposed key personnel detail work experience providing travel services to aerospace and defense contractors that is consistent with the agency's definitions. See AR, Exh. 6, BCD Technical Quotation at 167-69, 171-72. On this record, we conclude that the agency's evaluations of key personnel were reasonable, and find no basis to sustain the protest.

## Past Performance Evaluation

CWT argues that GSA improperly assigned BCD's quotation a rating of good under the past performance factor. Comments at 33-46. The protester contends that the agency's evaluation of the relevance of the awardee's past performance was inconsistent with the RFQ's definitions. The protester also asserts that the agency improperly contacted one of the awardee's past performance references to obtain additional information. For the reasons discussed below, we find no basis to sustain the protest.

An agency's evaluation of past performance, which includes its consideration of the relevance, scope, and size of an offeror's or vendor's performance history, is a matter of discretion, which we will not disturb unless the agency's assessment is unreasonable or inconsistent with the solicitation criteria. See *Metropolitan Life Ins. Co.*, B-412717, B-412717.2, May 13, 2016, 2016 CPD ¶ 132 at 14. When a protester challenges an agency's past performance evaluation, we will review the evaluation to determine if it was reasonable and consistent with the solicitation's evaluation criteria, and procurement statutes and regulations, and to ensure that the agency's rationale is adequately documented. *DynCorp Int'l, LLC*, B-412451, B-412451.2, Feb. 16, 2016, 2016 CPD ¶ 75 at 14.

The solicitation instructed vendors to provide a summary of their past performance providing travel management services, as follows:

The summaries of three (3) relevant projects performed in the last three (3) years shall include: 1) project name, contract and/or task order number; 2) contract dollar value; 3) period of performance; 4) customer point of contact (including name, work number, cell number, and email address); 5) detailed description of work performed; 6) roles and responsibilities; 7) the results achieved; and 8) a narrative that addresses how the work performed is similar in scope and complexity. Customers may be Federal, State, or Local Government, corporate, university, or association lodging program management customers.

RFQ at 101.

The past performance factor stated that quotations would be evaluated on the following basis:

The degree to which past performance evaluations for relevant effort, either included in the quotation or identified by the evaluators in any other manner, reflect: 1) success in providing Travel Management Center (TMC) services; 2) the degree to which these evaluations of past performance reflect a history of customer satisfaction and collaboration; and 3) the extent to which applicable goals and other small business performance objectives/requirements were met for any awarded contracts

that required submission of a Small Business Participation Plan, Subcontracting Plan, or other small business participation/utilization document.

*Id.* at 107-08.

#### Relevance of BCD's Past Performance

CWT argues that none of the past performance references cited in BCD's quotation should have been found relevant. Comments at 33-46. BCD provided past performance references for three non-government customers: Raytheon, FedEx Corporate Services Inc., and Apple, Inc. AR, Exh. 7, BCD Non-Technical Quotation at 9-23. As with its challenge to the evaluation of the awardee's quotation under the corporate experience criteria, the protester essentially argues that the work performed by BCD could not be considered relevant to the RFQ requirements because it did not involve the same work performed by a contractor providing travel services to a DOD customer. Comments at 41-46. For example, the protester argues that the protester's performance did not involve compliance with all PWS requirements such as ensuring that travel complies with the JTR.

GSA notes that the past performance factor expressly stated that past performance references could be provided by "Federal, State, or Local Government, corporate, university, or association lodging program management customers." MOL at 35 (*quoting* RFQ at 101). The agency also notes that the past performance factor did not specify that vendors were required to demonstrate that they had performed all of the PWS requirements, *i.e.*, identical contracts. See MOL at 37. In this regard, the RFQ provided for an evaluation of the success in providing TMC services, a history of customer satisfaction, and small business goals and objectives. RFQ at 108. We agree with the agency that, to the extent the protester argues that the solicitation restricted relevant past performance to work performed for DOD customers, or for work that involved each of the requirements set forth in the PWS, these arguments are contradicted by the terms of the solicitation.

Instead, the RFQ provided for adjectival ratings that considered both the relative relevance and quality of a vendor's past performance. As relevant here, an outstanding rating required a record performing work of "essentially the same scope and magnitude of effort and complexities," whereas a rating of good required a record performing work involving "similar scope and magnitude of effort and complexities." RFQ at 108. As with the corporate experience criterion of the technical approach factor, however, the solicitation did not provide specific criteria or metrics for assessing similar past performance. In the absence of such criteria, the agency had discretion to determine the relevance of vendors' past performance records. See *Erickson Helicopters, Inc.*, *supra*; *DynCorp Int'l LLC*; *AAR Supply Chain, Inc.*, *supra*.

As discussed above, the agency assigned CWT's quotation a rating of outstanding under the past performance factor as compared to a rating of good for BCD's quotation.

AR, Exh. 32, SSD at 12-13. The agency found that CWT's past performance references were "essentially the same as this requirement," and that the majority of the ratings were exceptional. *Id.* In contrast, the agency found that BCD's past performance "was from primarily commercial customers as they are not providing current services for the [DOD]," and that BCD's references rated the quality of its work "slightly lower" than CWT's, with the majority of them assessed as "Very Good." *Id.* We think the record here shows that the agency reasonably distinguished between the relevance of the vendors' past performance, finding that CWT's record merited a higher rating based on its greater relevance and superior ratings, as compared to BCD's less relevant and lower-rated record. See AR, Exh. 32, SSD at 12-13.

Apart from its arguments concerning the RFQ's relevance standards, the protester also argues that certain aspects of the awardee's past performance should have resulted in lower ratings. For example, the protester argues that the agency unreasonably found that the awardee had performed contract transitions similar to the 60-day requirement in the PWS. Comments at 45; see RFQ at 72. The awardee's quotation stated that it has "led multiple implementations for Raytheon resulting from acquisitions," and while "a 12-week implementation plan is typically used, BCD is currently leading a 90-day implementation plan to consolidate Rockwell Collins and BE Aerospace business with the legacy Raytheon business BCD currently manages." AR, Exh. 7, BCD Non-Technical Quotation at 16-17.

The agency states that it found this reference to show similar experience to the PWS requirements, which was within the scope of the definition of a rating of good for past performance. MOL at 37. To the extent the protester believes that the agency should have viewed the difference between the PWS requirements and the past performance cited by BCD as mandating the assignment of a weakness or a lower overall past performance rating, we think the protester's disagreement with the agency's judgment does not provide a basis to sustain the protest. In sum, we think the agency reasonably evaluated BCD's past performance and also reasonably considered the differences between the vendors' past performance.

#### Agency's Communications with a BCD Past Performance Reference

Next, CWT contends that GSA improperly contacted one of BCD's past performance references, Apple, to obtain information that was not included in the questionnaire. Comments at 35-38. The reference submitted for the awardee's contract with Apple "did not include specifics on the contract value or Key Results achieved based on a non-disclosure agreement between BCD and Apple." AR, Ex. 32, SSD at 7. For this reason, during the corrective action, the agency contacted Apple to obtain the missing information. AR, Exh. 35, GSA Memorandum to File, Dec. 7, 2020, at 1. The Apple point of contact provided information regarding the annual value of BCD's contract, the period of performance, and key results achieved during performance. *Id.*

The protester contends that the agency's consideration of this information constituted an improper attempt by the agency to "repair a deficient proposal after the due date for

proposals.” Comments at 37. The protester argues that the agency should have excluded consideration of the Apple past performance reference, which would have left the awardee with fewer than the three required past performance references.

We have recognized that an agency is not obligated to seek out and favorably consider information that an offeror or vendor was required to include in its proposal or quotation. See *Level 3 Comm’ns, LLC*, B-412854 *et al.*, June 21, 2016, 2016 CPD ¶ 171 at 7. In contrast, we have found that agencies are permitted to seek out additional past performance information where a solicitation reserves the agency’s right to consider past performance information from any source. *Erickson Helicopters, Inc.*, *supra*, at 6.

Here, the RFQ provided the following regarding past performance information:

Past performance information received from sources including, but not limited to, the Offeror, Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS) and past performance questionnaires will be utilized to determine the quality of the Offeror’s past performance as it relates to the probability of success of the required effort.

RFQ at 108.

CWT contends that this provision limited the agency’s authority to obtain information regarding the quality of a vendor’s past performance, and did not permit the agency to obtain information needed to assess the relevance of the performance. Comments at 37. We do not agree that the provision is limited in the manner argued by the protester; rather, it states that the agency may consider information from other sources for the purpose of assessing the quality of performance “as it relates to the probability of success of the required effort.” RFQ at 108.

Moreover, the RFQ expressly states that the list of potential sources for past performance information is not all-inclusive. Thus, consistent with the evaluation factor’s stated purpose of determining the likelihood of successful contract performance based on a vendor’s past performance, we think the agency reasonably sought out additional information from Apple concerning the dollar value and key achievements in the work performed by BCD. See RFQ at 107-08. For this reason, we do not agree with the protester that the agency improperly sought or considered information from Apple concerning the awardee’s past performance or that the agency was obligated to exclude this information from consideration. *Erickson Helicopters, Inc.*, *supra*, at 6. In sum, we find this protest ground provides no basis to sustain the protest.

#### Price Evaluation

CWT argues that GSA unreasonably evaluated the realism of BCD’s price. Comments at 13-33. The protester also argues that the agency failed to identify an area where the



awardee's price was unbalanced. *Id.* at 15-29. For the reasons discussed below, we find no basis to sustain the protest.

In general, price realism--which assesses whether a proposed price is too low--need not be considered in evaluating proposals or quotations for the award of a fixed-price contract or task order, because such contracts place the risk of loss on the contractor rather than the government. *B&B Med. Servs., Inc.; Ed Med., Inc.*, B-409705.4, B-409705.5, June 29, 2015, 2015 CPD ¶ 198 at 6. When awarding a fixed-price task order under the FSS, an agency is required only to determine whether the offered prices are reasonable. See 8.405-2; *USGC Inc.*, B-400184.2 *et al.*, Dec. 24, 2008, 2009 CPD ¶ 9 at 7-8. An agency may, however, elect to perform a realism analysis in connection with the issuance of a fixed-price task order in order to assess a vendor's risk or to measure a vendor's understanding of the solicitation's requirements. *VariQ Corp.*, B-409114 *et al.*, Jan. 27, 2014, 2014 CPD ¶ 58 at 14. Additionally, even where a solicitation provides for a price realism evaluation, there is no bar to an offeror or vendor proposing--and an agency accepting--a below-cost price. *Optex Sys., Inc.*, B-408591, Oct. 30, 2013, 2013 CPD ¶ 244 at 5-6. The nature and extent of an agency's price realism analysis are matters within the agency's discretion. *Arrington Dixon & Assocs., Inc.*, B-409981, B-409981.2, Oct. 3, 2014, 2014 CPD ¶ 284 at 6. Our review of a price realism analysis is limited to determining whether it was reasonable and consistent with the terms of the solicitation. *Epic Sys., Inc.*, B-418104, B-418104.2, Jan. 2, 2020, 2020 CPD ¶ 1 at 6.

Unbalanced pricing exists where the prices of one or more line items are significantly overstated or understated, despite an acceptable total evaluated price (typically achieved through underpricing of one or more other line items). FAR 15.404-1(g); *Mortgage Contracting Servs., LLC*, B-418483.2, B-418483.3, Sept. 10, 2020, 2020 CPD ¶ 340 at 9. To prevail on an allegation of unbalanced pricing, a protester must show that one or more prices in the allegedly unbalanced proposal or quotation are significantly overstated; it is insufficient for a protester to show simply that some line item prices in the proposal are significantly understated. *Marine Terminals Corp.-East, Inc.*, B-410698.9, Aug. 4, 2016, 2016 CPD ¶ 212 at 11. Additionally, if there is an unbalanced offer, the agency is required to consider the risks to the government that the unbalancing will result in unreasonably high prices during contract performance. FAR 15.404-1(g)(2); *Mancon, LLC*, B-417571.5, B-417571.6, May 12, 2020, 2020 CPD ¶ 169 at 11. Our Office will review for reasonableness an agency's determinations regarding unbalanced prices. *Semont Travel, Inc.*, B-291179, Nov. 20, 2002, 2002 CPD ¶ 200 at 3.

Here, the RFQ stated that "[a]n overall price that is excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration." RFQ at 109-10. The solicitation also advised that "[t]he Government will take into consideration any unbalanced pricing." *Id.*

[DELETED] Price

CWT argues that GSA failed to reasonably evaluate BCD's quoted price of \$0 for [DELETED]. Comments at 13-29. The protester contends that the justifications provided by the awardee in its quotation and during discussions could not reasonably be relied upon by the agency.

GSA's price evaluation team identified the following concern regarding BCD's price during the initial evaluation: "The offeror did not include a cost for [DELETED]. It doesn't seem reasonable [DELETED] for free[.]" AR, Exh. 25, Initial Price Evaluation at 3. The price evaluation team also prepared a pre-negotiation memorandum, which noted the price of \$0 for [DELETED], and identified the following general concern about the awardee's price: "Based on the vendor's low pricing strategy, the government may be accepting a significant risk regarding whether the company really understands the requirements to manage government travel." AR, Exh. 27, Pre-Negotiation Memorandum at 34, 36. The memorandum stated that "[t]he [contracting officer] will seek clarifications to BCD's price quote in order to determine whether the prices are in fact unreasonable and unrealistic." *Id.* at 36.

On September 3, GSA opened discussions with BCD. AR, Exh. 10, BCD Discussions at 1. For the [DELETED], the agency requested that BCD confirm that it understood the fixed-price nature of the task order in connection with its price for [DELETED]:

The Government requests that BCD Travel confirm its intent to [DELETED] at no cost to the Government. Please also confirm that BCD Travel understands that under the firm-fixed priced contract type, the contractor will not be subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss.

*Id.* at 8.

The awardee responded to the question by confirming its price for [DELETED] and that it understood the fixed-price nature of the task order:

BCD confirms that we are [DELETED]. We understand that this is a firm-fixed priced contract and not subject to any adjustment on the basis of BCD's cost experience in performing the contract. We know that we assume all risk and full responsibility for all costs and the resulting profit or loss.

*Id.* The awardee also cited a four-part rationale for its price, including explanations concerning: (1) [DELETED], (2) [DELETED], (3) [DELETED], and (4) [DELETED]. *Id.* These rationales had been provided in the awardee's original quotation. AR, Exh. 8, BCD Price Quotation at 4.

The source selection decision for the final award after corrective action addressed the agency's overall findings regarding the realism of the awardee's price. In particular, the contracting officer noted that the price evaluation team identified the concerns cited above without consideration of the awardee's technical approach:

Through discussion with BCD, the Government requested and received sufficient justification for each of the four (4) CLIN prices. Although the Pricing Team also noted a risk in BCD's total price as it relates to understanding the Government's requirements, this statement by the [price evaluation team] was made in the evaluation of the price quote on its own. The Pricing Team did not evaluate BCD's technical volume, which clearly demonstrates BCD's understanding of the requirements and its ability to successfully perform this effort.

AR, Exh. 32, SSD at 9-10.

In response to the protest, the contracting officer explained that she found that the specific concerns regarding the awardee's price for [DELETED] were addressed based on BCD's express confirmation that it understood the fixed-price nature of the task order and that the risk of loss was solely borne by the awardee. COS at 24-25. The contracting officer further stated that the four rationales provided by BCD constituted "a detailed account that included 'sufficient justification' for its pricing strategy," as required by the RFQ. COS at 25; see RFQ at 109-10.

CWT argues that the record does not explain or document how the agency resolved the concerns initially identified by the pricing team regarding BCD's price for [DELETED]. Comments at 13-20. We find that the record shows that the agency considered the realism of the awardee's price.

In reviewing an agency's evaluation, we do not limit our consideration to contemporaneously-documented evidence, but instead consider all the information provided, including the parties' arguments and explanations concerning the contemporaneous record. *Remington Arms Co., Inc.*, B-297374, B-297374.2, Jan. 12, 2006, 2006 CPD ¶ 32 at 10. Post-protest explanations that provide a detailed rationale for contemporaneous conclusions, and simply fill in previously unrecorded details, will generally be considered in our review of the reasonableness of evaluation decisions-provided those explanations are credible and consistent with the contemporaneous record. *Native Energy & Tech., Inc.*, B-416783 *et al.*, Dec. 13, 2018, 2019 CPD ¶ 89 at 4. Where an agency offers an explanation of its evaluation during the heat of litigation that is not borne out by the contemporaneous record, however, we generally give little weight to the later explanation. *Al Raha Grp. for Tech. Servs., Inc.; Logistics Mgmt. Int'l, Inc.*, B-411015.2, B-411015.3, Apr. 22, 2015, 2015 CPD ¶ 134 at 10.

As discussed above, the pricing team identified a concern regarding the awardee's price, the contracting officer addressed this matter during discussions, and the source

selection decision stated that all concerns were resolved--in part due to the consideration of information not considered by the price evaluators. See AR, Exh. 32, SSD at 9-10. Additionally, we find that the contracting officer's explanations in response to the protest concerning the "sufficient justification" required by the RFQ to support the realism of a quoted price are consistent with the contemporaneous record. See *Native Energy & Tech., Inc., supra*. For these reasons, we find no basis to conclude that the record fails to show that the agency evaluated the realism of the awardee's price.

CWT also contends that none of the four rationales cited by BCD concerns provided a reasonable basis to find the price of \$0 for [DELETED] realistic. Comments at 20-29. For each rationale, the protester argues that the awardee's explanation does not eliminate risk or reasonably explain why the awardee would not incur costs. As a general matter, we note that the awardee's rationales did not state that there would be no price risk or that there would be no costs; rather, the rationales were provided as explanations for the \$0 price. See AR, Exh. 10, BCD Discussions at 8; Exh. 8, BCD Price Quotation at 4. With regard to the four rationales, we find that none of the protester's arguments show that the agency's judgment was unreasonable, and address an example.

BCD's first rationale for its price stated that it anticipated [DELETED], as follows:

[DELETED]

AR, Exh. 10, BCD Discussions at 8; Exh. 8, BCD Price Quotation at 4.

CWT argues that the rationale is factually inaccurate in that the [DELETED]. Protest at 35. We find no basis to conclude that this distinction renders the awardee's rationale unreasonable, as the statement was intended to reflect that the TMC contractor selected for award would not be responsible for [DELETED]--a point not disputed by the protester.

The protester also argues that the agency could not rely on the awardee's first rationale because a non-incumbent contractor would be required to integrate its own automated systems with [DELETED], which would give rise to costs. Here again, the awardee's rationale did not contend that there would be no costs [DELETED]; rather, the rationale addressed the awardee's view that there would be no costs to the contractor to administer [DELETED], and that there would be minimal [DELETED]. AR, Exh. 10, BCD Discussions at 8; Exh. 8, BCD Price Quotation at 4. To the extent the protester believes that the agency should have undertaken additional scrutiny of the awardee's rationale regarding other potential costs not mentioned, we find no basis to sustain the protest, as the manner and depth of a price realism evaluation is a matter within the agency's discretion. See *Arrington Dixon & Assocs., supra*.

## Travel Management Company (TMC) Assist Transaction Price

Next, CWT argues that BCD's price for TMC assist transactions was unrealistically low, as it was [DELETED] percent lower than CWT's price and [DELETED]% lower than the independent government cost estimate. Comments at 30-33. The protester contends that the awardee's price must have been based on unrealistically low compensation rates for its proposed travel consultants, and that the agency should have assessed risk to the awardee's technical quotation.

GSA states that it did not evaluate proposed travel consultant compensation for the TMC assist transaction requirement because the RFQ did not request this information and vendors did not provide it. MOL at 55-56. We think the agency's response to the protester's argument is reasonable, as there was no basis for the agency to assess the realism of compensation. In this regard, CWT acknowledges that "BCD's proposal does not reveal the price it is charging the Army for staff nor the compensation it intends to pay," and the protester's arguments rely on what it characterizes as assumptions about the percentage of a contractor's costs that would likely be comprised by direct labor. Comments on 30-31. Because the RFQ did not require vendors to provide information about compensation, and the vendors did not do so, we find no basis to conclude that the agency's evaluation unreasonably failed to consider the realism of the awardee's proposed compensation.<sup>10</sup> See *Zolon Tech, Inc.*, B-299904.2, Sept. 18, 2007, 2007 CPD ¶ 183 at 6.

## Unbalanced Pricing

Finally, CWT argues that GSA should have found that BCD's quoted price for TMC assist transactions was unbalanced, that is, both overstated and understated. Comments at 26-28. The protester contends that the awardee's price for [DELETED] was understated at \$0, and that one of the awardee's four rationales for this price

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<sup>10</sup> In addition, CWT filed a supplemental protest on March 11, 2021, arguing that GSA failed to evaluate the realism of BCD's price for TMC assist transactions. Supp. Protest (B-419193.6) at 1. The protester cited the intervenor's comments on the agency report, which stated that, for travel consultant compensation, "BCD used [DELETED], to ensure that it was using valid assumptions in its pricing model." *Id.* at 5 (*quoting* Intervenor's Comments at 12). Based on this information, CWT argued that the awardee's salaries for travel consultants must have been unrealistically low. *Id.* at 5-7. On March 16, we dismissed this argument because it failed to state a valid basis of protest. Electronic Protest Docketing System No. 32, GAO Resp., Mar. 16, 2021, at 1. We noted, as discussed above, that the solicitation did not require vendors to address salaries, and neither vendor provided this information. *Id.* For these reasons, we found that the argument failed to state a valid basis because CWT did not explain why the agency was obligated to consider this matter under the terms of the solicitation or could have done so in light of the record available at the time. *Id.*; see 4 C.F.R. §§ 21.1(c)(4), 21.1(f), 21.5(f).

indicated that the awardee intended to offset the [DELETED] price with a higher price for [DELETED], as follows:

[DELETED]

AR, Exh. 10, BCD Discussions at 8; Exh. 8, BCD Price Quotation at 4. The protester contends that this statement was an admission by the awardee's that its prices were unbalanced. Comments at 26.

GSA states that it did not consider the awardee's price to be unbalanced because it did not find the [DELETED] price significantly overstated. MOL at 53; COS at 25-26. As an initial matter, the agency notes that the awardee's statement that the TMC assist transaction price was "slightly higher" is not an express admission that the price was "significantly overstated." See *id.* Moreover, the agency states that the awardee's price for this transaction (\$[DELETED]) was in fact lower than the protester's price (\$[DELETED]) and the independent government cost estimate price (\$[DELETED]). COS at 26-27. On this record, we find no basis to conclude that the agency should have found the awardee's price unbalanced, *i.e.*, that it was both significantly overstated and understated in a manner that will result in unreasonably high prices during contract performance. See FAR 15.404-1(g)(2).

The protest is denied.

Thomas H. Armstrong  
General Counsel